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Error to Circuit Court, Page County.

Action by D. W. Strickler against the Norfolk & Western Railway Company. Judgment for plaintiff, and defendant brings error. Reversed and remanded.

Staples & Cocke, of Roanoke, and *W. F. Keyser*, of Luray, for plaintiff in error.

Walton & Bro., of Luray, and *McHugh & Heazel*, for defendant in error.

GRAYSON LUMBER CO. et al. v. YOUNG et al.

Nov. 11, 1915.

[86 S. E. 826.]

1. Specific Performance (§ 105*)—Delay.—While equitable rights may not be embraced in the statute of limitations, specific performance of a contract to convey land will not be enforced after nearly 20 years of unexplained delay.

[Ed. Note.—For other cases, see Specific Performance, Cent. Dig. §§ 325-341; Dec. Dig. § 105.* 12 Va.-W. Va. Enc. Dig. 637; 8 Va. Law Reg. 761.]

2. Specific Performance (§ 29*)—Contracts—Sufficiency of Description.—A contract for the conveyance of 100 acres of land out of a much larger tract cannot be specifically enforced, where the description was not sufficiently definite to identify it, and parol evidence would be necessary to ascertain the tract.

[Ed. Note.—For other cases, see Specific Performance, Cent. Dig. §§ 69-82; Dec. Dig. § 29.* 12 Va. Law Reg. 584.]

3. Vendor and Purchaser (§ 228*)—Bona Fide Purchaser—Constructive Notice.—Knowledge that the owner of a large parcel of land had given a bond for conveyance of 100 acres of land in that vicinity is not sufficient to charge a purchaser for value with notice of the bondholder's rights.

[Ed. Note.—For other cases, see Vendor and Purchaser, Cent. Dig. §§ 495-501; Dec. Dig. § 228.* 13 Va.-W. Va. Enc. Dig. 588.]

Appeal from Circuit Court, Grayson County.

Bill by Joe Young against the Grayson Lumber Company and others. From the decree, certain defendants appeal. Reversed.

J. S. Bourne, of Independence, and *B. F. Buchanan*, of Marion, for appellants.

W. S. Poage, of Wytheville, *J. D. Perkins*, of Marion, *R. Kirby*, of Independence, and *W. C. Fields*, for appellees.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.